



Intermodal Conference

DEPT. OF TRANSPORTATION
BUCKETS

EUGENE K. PENTIMONTI
President

GERRITT M. AILTS
Eagle Systems, Inc.
Chairman

ACTION	
is assigned to	
[Signature]	
CONTROL NO.	
970318-054	
SIMS	S-10

53727
FHWA - 98-3656-17

March 17, 1997

BY MESSENGER

The Honorable Rodney Slater
Secretary
U.S. Department of Transportation
400 Seventh Street, SW Room 10200
Washington, DC 20590

Dear Mr. Secretary:

Please find enclosed a copy of the Joint Petition Requesting Adoption of Rules of the American Trucking Associations, Inc. and the **ATA** Intermodal Conference.

The Petition asks **FHWA** to adopt regulations requiring parties which provide intermodal equipment to motor carriers to ensure the roadworthiness of the equipment. The lack of roadworthy equipment is a serious concern among intermodal trucking companies and safety issue for everyone.

Accordingly, we ask that the enclosed Petition be given expedited consideration. We would appreciate your support on this important issue.

Sincerely,

Eugene K. Pentimonti

Enclosure

DEPT. OF TRANSPORTATION
BUCKETS
50 APR 13 AM 10

BEFORE THE
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

FHWA Docket No. MC-97-
*Federal Motor Carrier Safety Regulations;
Responsibility for Roadworthiness of Equipment
Used in Intermodal Transportation*

JOINT PETITION REQUESTING ADOPTION OF RULES
REQUIRING PARTY TENDERING EQUIPMENT TO
BE USED IN INTERMODAL TRANSPORTATION BE REQUIRED
TO ENSURE ROADWORTHINESS AND COMPLIANCE OF SUCH EQUIPMENT
WITH FMCSRs PRIOR TO TENDERING EQUIPMENT TO MOTOR CARRIER

submitted on behalf of

AMERICAN TRUCKING ASSOCIATIONS, INC.

&

ATA INTERMODAL CONFERENCE

The American Trucking Associations, Inc. and the ATA Intermodal Conference (collectively "Petitioners") submit the following Joint Petition pursuant to part 389.31 of Title 49, Code of Federal Regulations. Petitioners request that FHWA adopt the following rules requiring the party which tenders or interchanges a trailer, container, chassis, or other piece of motor carrier equipment for use on the public highways be responsible for ensuring that the tendered or interchanged equipment is roadworthy and complies with all provisions of the Federal Motor Carrier Safety Regulations ("FMCSRs").

Petitioners request that Title 49 of the Code of Federal Regulations be amended as follows. Additions are double-underlined and explanatory statements follow each revised section:

Section 396.1 Scope.

General--Every motor carrier (and for this part any

party who is tendering or interchanging a trailer, chassis, or container to a motor carrier), its officers, drivers, agents, representatives, and employees directly concerned with the inspection or maintenance of motor vehicles shall comply and be conversant with the rules of this part.

[Explanation: This amendment requires parties which tender or interchange trailers or chassis to a motor carrier to observe the safety regulations of this section. (Conforming amendments to Part 396 may be necessary.)]

Section 396.7 Unsafe operations forbidden.

(a) *General.* A motor vehicle shall not be operated in such a condition as to likely cause an accident or a breakdown of the vehicle.

(b) *Intermodal.* No person shall tender or interchange a trailer, chassis, or container in violation of section (a) to a motor carrier.

(c) No motor carrier shall certify or otherwise guarantee to any person tendering or interchanging any trailer, chassis, or container to a motor carrier that such trailer, chassis, or container complies with this Part unless the person tendering or interchanging the trailer, chassis, or container has provided the motor carrier with adequate equipment, time, and facilities to make a full inspection and necessary repairs to the trailer, chassis, or container prior to the tendering or interchange of the trailer, chassis, or container.

(d) *Exemption.* Any motor vehicle*

[Explanation: This amendment broadens the prohibition against unsafe commercial motor vehicle operation to those parties which own or control equipment tendered/interchanged to motor carriers. It also forbids motor carriers to certify that equipment tendered/interchanged to them is roadworthy unless they have actual knowledge gained through a full and adequate inspection.]

Section 396.9 Inspection of motor vehicles in operation.

(a) *Personnel authorized to perform inspections.* Every special agent of the FHWA (as defined in appendix B to this subchapter) is authorized to enter upon and perform inspections of motor carrier's vehicles in operation and any trailer, chassis, or container at an intermodal terminal which is intended to be tendered or interchanged to a motor carrier for use on the highways.

[Explanation: This amendment allows inspection of equipment at an intermodal terminal before it is tendered/interchanged to a motor carrier for highway use.]

Section 390.37 Violation and Penalty.

Any person who violates the rules set forth in this

subchapter or part 325 of subchapter A may be subject to civil or criminal penalties. When a motor carrier has been tendered a trailer, chassis, or container that does not meet the standards set forth in Part 393 in violation of section 396.1 of this subchapter, the motor carrier tendered or interchanged such a vehicle shall not be liable for civil or criminal penalties under this subchapter.

[Explanation: This amendment provides that a motor carrier tendered equipment in violation of section 396.1 shall not be held liable for defects in such equipment of which it is unaware and has not had an opportunity to correct.]

As noted in more detail herein, these Petitioners believe that these new rules are necessary for effective and efficient implementation of the FMCSRs. The proposed rules would avoid unnecessary disruptions to the free flow of transportation, while enhancing safety on the highways by reducing the number of unsafe commercial motor vehicles.

I. IDENTIFICATION OF PETITIONERS

The American Trucking Associations, Inc. ("ATA") is the national trade association of the trucking industry. Through its 51 affiliated state trucking associations, located in every state and the District of Columbia, 15 affiliated conferences, and 4,500 direct members, ATA represents over 35,000 motor carriers of every type and class in the country. A growing number of ATA's member carriers either specialize in providing intermodal transportation or utilize such transportation when it provides the best means available for serving their customers.

The ATA Intermodal Conference is the only organization exclusively promoting and protecting the interests of the intermodal truck operator on a national basis. The Conference's

membership is made up of long and short-haul trucking firms actively engaged in the highway transportation of intermodal freight and non-trucking associates having an interest in promoting intermodalism.

These Petitioners have been active for many years in promoting highway safety initiatives. ATA was a strong and early supporter of initiatives such as the Motor Carrier Safety Assistance Program, increased field inspections of commercial motor vehicles, the Commercial Driver's License, and the radar detector ban. The ATA Intermodal Conference has worked for safer vehicles within intermodal transportation. Most recently, the Conference successfully worked for the passage of the Intermodal Safe Container Transportation Amendments Act of 1996 which will reduce the number of overweight vehicles on the highways.

II. THE SECRETARY HAS JURISDICTION

The Secretary has ample authority under existing statutes to implement the proposed rules.

The Secretary's mandate is to, among other things, prescribe regulations to ensure that "commercial motor vehicles" are "maintained, equipped, loaded, and operated safely." 49 U.S.C. § 31135(a). Accordingly, the Secretary has authority to regulate both the vehicles and the persons owning and operating the vehicles. The equipment at issue here -- trailers, chassis, containers -- falls within the definition of "commercial motor vehicle" -- "a self-propelled or towed vehicle used on the highways in interstate commerce to transport property" 49 U.S.C. §

31132(1). Trailers, chassis, and containers are clearly an integral part of such vehicles.

The Secretary also has jurisdiction over "employers" and "employees" as they are "engaged in a business affecting interstate commerce that owns or leases a commercial motor vehicle in connection with that business" and "directly affects commercial motor vehicle safety in the course of employment." 49 U.S.C. §§ 31132(2) (A,) and (3) (A). The railroads, ocean carriers, and pier operators who own or control trailers and chassis affect safety by tendering this equipment to motor carriers, and thus fall under the Secretary's jurisdiction.

These definitions in no way exclude equipment or employers/employees at terminals from FHWA's jurisdiction. While trailers and chassis at a terminal are not "on the highways" -- see the definition of "commercial motor vehicle" above -- such equipment is clearly intended for and used on the highways, giving FHWA jurisdiction. FHWA already exercises jurisdiction over occurrences not on the highway, but at terminals. For example, a vehicle used within a terminal, but also on the highways, is nevertheless subject to the FMCSRs. *Regulatory Guidance for the Federal Motor Carrier Safety Regulations*, 58 Fed. Reg. 60,745 (1993). Further, the damage or destruction of a vehicle at a terminal was a reportable accident under former Part 394 - Recording and Reporting of Accidents; in fact, an accident of certain vehicles operated exclusively in the confines of a terminal was still a reportable accident. See U.S. DOT Transportation Safety Institute, Interpretations of Part 394 at 7-32 and 7-33.

While these examples involve motor carrier, not intermodal terminals, the Secretary's jurisdiction is over the equipment -- the "commercial motor vehicle" -- whether on the highway or in a terminal.

Finally, jurisdiction over highway equipment at terminals is entirely consistent with and necessary to achieve the purpose of the law -- "promot [ing] the safe operation of commercial motor vehicles." 49 U.S.C. § 31131.

III. MOTOR CARRIERS HAVE RESPONSIBILITY AND LIABILITY BUT NOT OPPORTUNITY OR CAPABILITY TO MAINTAIN INTERMODAL EQUIPMENT

Current FHWA regulations place sole responsibility for the roadworthiness of vehicles used in intermodal transportation on the motor carrier involved. The FHWA rules place no responsibility on the owner or operator of the vehicles that tenders the equipment to motor carriers for highway use for the roadworthiness of its equipment. Because motor carriers do not have the opportunity or capability to maintain the roadworthiness of the vehicles, the result is vehicles not in compliance with the FMCSR's and needless disruption in the flow of freight.

While rapid growth in intermodalism has yielded tremendous efficiencies in transportation, it has also resulted in this anomalous situation in which motor carriers are responsible for equipment they do not control. The current regulations hold a motor carrier responsible for the inspection, repair, and maintenance of "all motor vehicles subject to its control." 49 CFR § 335.3. Yet this is an outmoded notion in this intermodal age in

which the equipment is under another party's control prior to its actual operation on the highway.

The motor carrier -- or more precisely, the driver -- usually does not have the ability or opportunity to do a full and adequate inspection of each piece of intermodal equipment to ensure the equipment's roadworthiness or compliance with the FMCSRs when accepting intermodal equipment at a port or railhead. The facility and equipment is under the control of the party tendering the equipment to the motor carrier.

In most cases the carrier's driver has arrived at the yard with instructions to pick up a particular container and chassis or trailer. The equipment is owned or leased by the railroad, steamship line or other party tendering/interchanging it to the motor carrier. If a safety defect in the equipment is not immediately obvious to the truck driver, he/she has neither the time nor facilities to conduct a more in-depth inspection. The standard interchange agreement adopted by most equipment providers, the Uniform Intermodal Interchange and Facilities Access Agreement ("UIIA"), specifically states that the "[p]rovider makes no express nor implied warranty as to the fitness of the equipment." See Attachment 1. Further, the typical equipment provider addendum to the UIAA requires the driver to warrant that the equipment is "roadworthy." See Attachment 2.

However, even if a defect is detected, the driver is seldom in a position to make or insist upon corrections. The driver's choice is to take the equipment as offered, spend the additional time at the point of interchange to have the equipment repaired, or leave

empty and lose a haul.

While many intermodal vehicles are well-maintained, Petitioners have compiled both statistical and anecdotal evidence from motor carriers testifying to the seriousness and urgency of the problem of unroadworthy equipment. A recent survey of intermodal drivers found that the roadworthiness of tendered equipment is one of their most significant concerns. ATA Intermodal Conference, *1996 Intermodal Terminal Survey* at 14. Carriers have related incidents involving tendered equipment in which:

- a trailer collapsed ("broke in half") during transit due to a faulty repair undetectable to a driver;
- tires separated from a trailer during transit because of loose lug nuts; and
- faulty brakes and defective locking mechanisms fastening containers to chassis resulted in serious risks.

Attached to this Petition are two statements from motor carriers which testify to the real dilemma drivers face under the current regulations. See Attachments 3 and 4.

IV. THE PARTY TENDERING THE EQUIPMENT TO A MOTOR CARRIER FOR HIGHWAY USE SHOULD BE REQUIRED TO ENSURE THE EQUIPMENT'S ROADABILITY AND COMPLIANCE WITH FMCSRs.

Petitioners request the FHWA to revise the FMCSRs so as to put responsibility for ensuring the roadworthiness of all intermodal equipment prior to releasing the equipment to a motor carrier for highway use. The adoption of the proposed rules would (1) require the party operating the intermodal facility at which the equipment is stored and interchanged to perform inspections and effect repairs; and (2) provide the motor carriers with a stronger argument for refusing unsafe equipment, thus achieving the purpose

of the FMCSRs - - to keep unsafe vehicles off of the highways.

once the vehicle is on the highway ,the motor carrier assumes both criminal and civil liability for operating the equipment. While Petitioners are not proposing to eliminate the motor carrier's responsibility to comply with the FMCSRs, by imposing requirements on the owners, lessees, or others who tender/interchange the intermodal equipment to motor carriers, FHWA would be in a position to enforce the safety requirements on the equipment prior to its being put on the highway.

It should be the responsibility of the party tendering intermodal equipment to a motor carrier for use on the highway to ensure that the equipment is both roadworthy and in compliance with all FMCSRs. The tendering party has both the opportunity and the facilities to perform the inspection and needed repairs prior to releasing the equipment to a motor carrier for highway use.

The proposed rules only recognize the common sense notion that the party which is in control of the equipment prior to its highway use and which is in a position to adequately inspect and maintain the equipment should be responsible for performing these functions. If the proposed rules are implemented the result will be better maintained and safer vehicles on the highway. The rules would also contribute to a more efficient transportation system that recognizes the new realities of intermodalism.

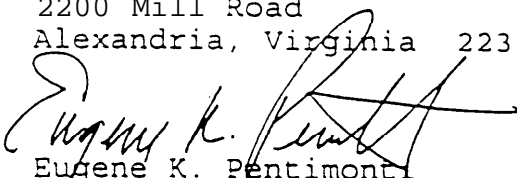
CONCLUSION

For all the above reasons, these Petitioners respectfully request that the agency acts to immediately adopt the new rules proposed above.

Respectfully submitted,



Kenneth E. Siegel
AMERICAN TRUCKING ASSOCIATIONS, INC.
Deputy General Counsel
2200 Mill Road
Alexandria, Virginia 22314-4677



Eugene K. Pentimonti
ATA INTERMODAL CONFERENCE
President
2200 Mill Road
Alexandria, Virginia 22314-4677

Developed By:

Effective: February 1, 1996

The Intermodal Interchange
Executive Committee

**UNIFORM
INTERMODAL
INTERCHANGE
AND
FACILITIES ACCESS
AGREEMENT
(U I I A)**

Administered By:

The Intermodal Association of North America
7501 Greenway Center Drive, Suite 720
Greenbelt, Maryland 20770-3514

Phone: (301) 474-8700
Fax: (301) 982-3414 or (301)982-4815

Carrier will be responsible to Provider for the charges, as may be described in Provider's Addendum hereto, in the event Motor Carrier fails to remove Equipment during the free time provided in the Addendum.

2. Equipment Condition

a. Equipment controlled by Provider shall have a valid FHWA inspection sticker. Provider will reinspect and recertify the Equipment, at Motor Carrier's request, if the existing inspection will expire during the Addendum free time period of the Motor Carrier's use.

b. Motor Carrier will reinspect and recertify the Equipment if the existing inspection will expire prior to the Motor Carrier's return of the Equipment to the Provider.

c. Motor Carrier will return the Equipment to the Provider in the same condition, reasonable Wear and Tear excepted.

(1) In any disputes arising in connection with classification of Wear and Tear, the Association of American Railroads TOFC/COFC Interchange Rules, Sections B, G, and F, shall be the controlling document.

3. Receipts

a. At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt which shall describe the Equipment and any defects observable thereon at the time of Interchange. Each Party shall be entitled to make notations upon such EIR concerning the condition of the Equipment at the time of Interchange.

b. Each Party shall receive a copy of the Equipment Interchange Receipt at the time of Interchange.

4. Restrictions Upon Equipment Use

Absent contrary Agreement between the Parties, Motor Carrier shall use the Equipment only for the purposes for which it was interchanged and shall promptly return it to the location at which it was received.

5. Condition of Equipment

a. Lost, Stolen, or Destroyed Equipment

(1) In the event the Equipment is lost, stolen from, badly damaged or destroyed by Motor Carrier, the method of settlement shall be the remaining usable life as reflected on the Equipment owner's or Provider's books.

(2) In the event Motor Carrier is compelled to compensate Provider for loss or damage to Equipment due to the acts of third parties, Provider will assign to Motor Carrier its rights against such third party upon receiving payment in full from Motor Carrier.

b. Damage to Equipment

(1) Motor Carrier shall pay to Provider the reasonable and customary costs of the repair of damages done to Equipment during Motor Carrier's possession.

(2) Where the reasonable and customary cost to repair exceeds the actual loss value as determined in section III 5 a. (1) hereof, the Motor Carrier shall be obligated only for the lesser sum.

c. Tires

(1) Repair of damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier.

(2) Repair of tires unrelated to damage occurring during Motor Carrier's possession is the sole responsibility of the Provider.

d. Disposal of Dunnage

Motor Carrier shall return Equipment with all dunnage, bracing, contaminants and debris removed and the floor swept.

6. WARRANTY

PROVIDER MAKES NO EXPRESS **NOR** IMPLIED WARRANTY AS TO THE FITNESS OF THE EQUIPMENT.

ADDENDUM TO THE UNIFORM INTERMODAL
INTERCHANGE AND FACILITIES ACCESS AGREEMENT

This Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA) is made and entered into by and between THE ATCHISON, TOPEKA, AND SANTA FE RAILWAY COMPANY, a Delaware Corporation, and BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware Corporation, hereinafter collectively referred to as "BNSF", and the undersigned motor carrier, hereinafter referred to as "Motor Carrier".

I. NOTIFICATION AND FREE TIME

- A. Free Time Commences
See III. DESTINATION STORAGE, A. free Time Commences.
- B. Amount of Free Time
See III. DESTINATION STORAGE, B. Amount of Free Time
- C. Weekends
Weekends are not considered free
- D. Holidays
Holidays are not considered free
- E. Unroad worthy Equipment
Equipment is considered roadworthy when the Motor Carrier has executed the standard Interchange Receipt and Inspection Report. In the event Motor Carrier and BNSF have signed a Checkpoint Bypass Letter of Agreement, a BNSF Express Lane Pass will be executed in lieu of an Interchange Receipt and Inspection Report. The parties shall be bound by the Terms and Conditions of the Interchange Receipt and Inspection Report, as well as the notations made, or the Checkpoint Bypass Letter of Agreement.
- F. Interchange of Equipment
BNSF and Motor Carrier may be subscribers to the TOFC/COFC Interchange Rules adopted by the Association of American Railroads during part or all of the period this Addendum is in effect. In that event, where provisions in this Addendum conflict with any of the said interchange Rules, the provisions of this Addendum shall prevail over such Interchange Rules and shall govern the relationship of the parties to this Addendum.

Motor Carrier shall be responsible for the safe and timely return of trailers to BNSF or until delivered to another rail carrier as specified in this Addendum, ordinary wear and tear excepted. Motor Carrier agrees not to interchange trailers obtained from BNSF with third parties, other than rail carriers.

Motor Carrier shall not interchange trailers, either loaded or empty, to another rail carrier when removed from El Paso, Phoenix or any terminal in California. If this occurs, Motor Carrier will be assessed a surcharge as set forth in Exhibit A to this Addendum.

Motor Carrier shall be responsible for the safe and timely return of containers and/or chassis to BNSF origin terminal and shall not interchange containers and/or chassis to another rail carrier or

Farruggio's

1419 Radcliffe Street, Bristol, PA 19007 • (215) 788-5596 • FAX (215) 788-3088

March 13, 1997

Federal Highway Administration
Washington, D.C.

Dear Sir:

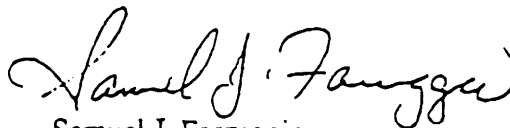
I am writing to express the support of Farruggio's Express, Inc. for putting the responsibility for roadworthiness of intermodal equipment on the parties that provide it.

I am the President of Farruggio's Express Inc. and have been involved in the trucking business for twenty-five years. Drivers for our company pick up trailers and chassis from many railyards and piers in Pennsylvania, New Jersey, Maryland, Delaware, New York and Virginia. Very often equipment tendered to our drivers at these terminals turns out not to be fit for the road. Further, our drivers are not given a real opportunity to inspect the equipment before it goes out on the road.

As an example of the problems we encounter, I have attached a copy of a citation one of our drivers received approximately 50 miles from a terminal. As you will see, the officer found four of ten brakes on the trailer were out of adjustment. However, it is virtually impossible for four brakes to go bad after 50 miles unless they were already bad before the trailer left tie yard.

The only solution to this problem is to put the responsibility for roadworthy equipment on those who can provide it. Therefore, I strongly support the effort to change the rules to make this possible.

Sincerely,



Samuel J. Farruggio
President

SJF:js



PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
MOTOR CARRIER SAFETY ASSISTANCE PROGRAM
DRIVER/VEHICLE COMPLIANCE REPORT

REPORT NUMBER

PA

244197

INSPECTOR 6634 INSPECTION DATE 12/18/96 START TIME 1113 END TIME 1221 LOCATION 480033 LEVEL 1
DOT NUMBER ICC NUMBER 38421 PUC NUMBER ACTIVITY SITE TYPE R

NAME OF MOTOR CARRIER

FARRUGGIOS BRISTOL AND PHILA AUTO

STREET ADDRESS

F419 RADCLIFFE ST

CITY

BRISTOL

STATE

PA

ZIP

19007

SHIPPER NAME

JAMES RIVER CORP

SHIPPING PAPER NUMBER

ORIGIN CITY

JACKSONVILLE

STATE

FL

DESTINATION CITY

EASTON

STATE

PA

COMMODITIES

☐ Empty ☐ Hazmat ☐ Coal ☐ Trash/Waste ☐ Automobiles

☐ Livestock ☐ Food ☒ General Freight ☐ Metal Products ☐ Containerized Cargo

A - Explosives A E - Flammable Solid I - Ores and Minerals
B - Explosives B F - Flammable Gas J - Poison A M - Radioactive Material
C - Explosives C G - Nonflammable Gas K - Poison B N - Organic Peroxides
D - Flammable Liquid H - Corrosives L - Combustible Liquid O - Irritating Material
P - Other A, B, or C

O - Other
R - Electric Agt.
S - Bleaching Agt.
T - Cryogenics
Z - Other

Placards Required

DRIVER'S LAST NAME

LUNGER

DRIVER'S FIRST NAME

GEORGE

M.I. ENDORSEMENTS

L PTX

DRIVER'S LICENSE NUMBER

12389450

STATE

PA

DATE OF BIRTH

01/08/43

CLASS

A

VEHICLE IDENT	TYPE	MAKE	LICENSE NUMBER	STATE	COMPANY NUMBER
V	TT	MAK	A371944	PA	465
E	ST	OSAKO	Y10644	ME	
I					
D					
E					

TYPE CODE } TR - STRAIGHT TRUCK ST - SEMI TRAILER FT - FULL TRAILER
TT - TRUCK TRACTOR PT - POLE TRAILER IX - DOLLY CONVERTER au - BUS
OT - OTHER

UNIT STATION NUMBER STICKER NUMBER ISSUE DATE ODOMETER

UNIT STATION NUMBER STICKER NUMBER ISSUE DATE PA REGISTERED VEHICLES ONLY

EXISTING ISSUED UNIT DECAL NUMBER COLOR OR(S)

EXISTING ISSUED UNIT DECAL NUMBER COLOR OR(S)

CVSA DECALS

FIELD A FIELD B FIELD C FIELD D FIELD E

NO VIOLATIONS: ☐

VIOLATIONS SHOWN ON PAGE 2

INSPECTOR'S SIGNATURE

MOTOR CARRIER COPY

==2067 4124==2

2 4 5 5 1 5 7

[illegible]

READJUSTMENT LIMITS CLAMP TYPE BRAKES		CHAMBER TYPE	20	30	30	30	30			
TYPE	LIMIT									
9	1 3/8"	FRONT OF VEHICLE	PUSH ROD STROKE	1	1 7/8	1	2 1/8	2 1/4	30%	
12	1 3/8"		AXLE NO.	1	2	3	4	5	6	7
16	1 3/4"									
20	1 3/4"		PUSH ROD STROKE	3/4	1 1/2	1 1/4	2 1/8	2 1/2		
24	1 3/4"									
20	2"		CHAMBER TYPE							
25	2 1/4"			20	30	30	30	30		

☒ PURSUANT TO SECTION 4034(C) OF THE VEHICLE CODE, I HEREBY DECLARE THE VEHICLES WITH DEFECTS FOLLOWED BY AN "X" IN THE "OUT-OF-SERVICE" COLUMN OF THIS DRIVEN VEHICLE COMPLIANCE REPORT TO BE "OUT-OF-SERVICE." NO PERSON SHALL REMOVE THE ATTACHED "OUT-OF-SERVICE" STICKER(S), OR OPERATE SAID VEHICLE(S) UNTIL THE REQUIRED REPAIRS HAVE BEEN SATISFACTORILY COMPLETED.

☐ PURSUANT TO SECTION 4701(c) OF THE VEHICLE CODE I HEREBY DECLARE AND NOTIFY THE DRIVER NAMED IN THIS DRIVER-VEHICLE COMPLIANCE REPORT TO BE "OUT OF SERVICE." HE/SHE SHALL NOT OPERATE, NOR SHALL ANY MOTOR CARRIER PERMIT OR CAUSE SAID DRIVER TO DRIVE OR OPERATE ANY COMMERCIAL MOTOR VEHICLE(S) UNTIL: _____

REPORT PREPARED BY TN C. L. T. L. COPY RECEIVED BY James J. Jones

I HEREBY CERTIFY THAT THE VEHICLE DEFECTS LISTED ON THIS DRIVER/VEHICLE COMPLIANCE REPORT AS "OUT-OF-SERVICE" HAVE BEEN SATISFACTORILY REPAIRED.

SIGNATURE OF REPAIRMAN _____

NAME OF GARAGE _____ DATE _____ TIME _____

I HEREBY CERTIFY THAT ALL MOTOR CARRIER SAFETY VIOLATIONS NOTED ON THIS DRIVER/VEHICLE COMPLIANCE REPORT HAVE BEEN SATISFACTORILY COMPLETED, AND APPROPRIATE ACTIONS HAVE BEEN TAKEN TO ASSURE COMPLIANCE WITH THE COMMONWEALTH'S MOTOR CARRIER SAFETY REGULATIONS.

SIGNATURE OF CARRIER OFFICIAL: Kimberly Lee Tansueta SAFETY DATE:

MOTOR CARRIER COPY

EMPIRE
TRUCK LINES INC.

P.O. Box 15235
Houston, Texas 77220-5235
(713) 672-7403

March 13, 1997

Federal Highway Administration
400 Seventh Street, S.W.
Washington, D.C. 20590

To Whom It **May Concern:**

Here is a copy of a roadside inspection by a Texas **Trooper**. As an **Intermodal** carrier this is a prime example of what our industry is up against.

As the Safety Director for Empire Truck Lines, Inc. and with more than 30 years experience in trucking industry, I **am very** aware of the problems with equipment that our drivers pick up from steamship companies. Our drivers try very hard to make sure that the equipment **is** roadworthy **and** safe. But without the time or tools to do an adequate inspection, our drivers routinely receive equipment that is not roadworthy,

Then they get **citations** like the one I've included, In this case the Texas Trooper found that the chassis had **slack** adjuster problems. These were existing problems with the equipment not easily detectable by the driver. The problems certainly didn't occur on **the** road since the driver **was** only **90 miles** from the terminal when the inspection **was** done. This is just one of **many** cases in which we were responsible for problems with somebody else's equipment.

Something has **got to be done to make steamship-companies** accountable for their equipment **instead of pushing it back at** trucking **companies** who are trying to operate as safely as possible. Thank You

Sincerely

Thorn Box
Director of Safety

DRIVER'S COPY

N715826 TEXAS DEPARTMENT OF PUBLIC SAFETY
LICENSE AND WEIGHT

ARREST TX: ☒ COM. VEH. ☐ CRIMINAL ARREST
 COL: ☐ HAZ. MAT ☐ 15 PASS. BUS ☐ INTERSTATE ☐ INTRASTATE
 OVER 25,000 SS.#: 631-01-2366

DATE: 01-10-97 TIME: 0106 A.M. COUNTY: 91115 HWY: 64257 M.P.#: 1183
 LESSEE/MC: Empire Truck Lines Inc DOT#: 118332
 ADD/CITY/ST/ZIP: 10043 Wallisville Rd, Houston TX 77029 ICC#: 153660
 OWNER: _____ STATE: _____
 ADD/CITY/ST/ZIP: 5546 Ogden Houston TX 77017
 OPERATOR: _____ DOB: 11/11/65 RACE/SEX: W/M
 ADD/CITY/ST/ZIP: 9502 Wadsworth St Houston TX 77036
 Q.L.#: ACAC 0677701 STATE: TX MEDICAL CARD: 7-27-78

LOAD DISP: _____ RG. WT. 50000

#	TYPE	MAKE	CO. #	PLATE #	STATE
1	TR	Ken	977	P50845	TX
2	ST	Ken	13083	HP 66158	OK
3					
4					

VIOLETIONS CHARGED: 11/11/96 396-391 Push Rod out of Adjuster ALLEGED SPEED: _____
 2 SPEED LIMIT: _____

WARNINGS: _____

I HEREBY PROMISE TO APPEAR AT THE TIME AND PLACE DESIGNATED IN THIS NOTICE.

SIGNATURE: [Signature]

THIS IS NOT A PLEA OF GUILTY

SHIPPING # 53666 CONSIGNOR: Empire Truck Lines CONSIGNEE: Holmoria
 COMMODITY: Fasteners ORIGIN: Weatherford, TX DESTINATION: Houston, TX

1-1-A	2-1-A	3-1-A	4-1-A	5-1-A	6-1-A	7-1-A	8-1-A	9-1-A	10-1-A	11-1-A	12-1-A	13-1-A	14-1-A	15-1-A	16-1-A	17-1-A	18-1-A	19-1-A	20-1-A
1-1-A	2-1-A	3-1-A	4-1-A	5-1-A	6-1-A	7-1-A	8-1-A	9-1-A	10-1-A	11-1-A	12-1-A	13-1-A	14-1-A	15-1-A	16-1-A	17-1-A	18-1-A	19-1-A	20-1-A

SEAL #S REMOVED: _____ DEPT. SEAL #: INSTALLED _____ CVSA DECAL-TT _____ CVSA DECAL-ST _____ CVSA DECAL-ST _____

TICKET ISSUED	VIOLETION IDENTIFICATION NUMBER	UNIT NO.	OUT/ SVS	OOS DISP	VIOLETIONS DISCOVERED
	319631A11	2	+		Push Rod out of Adjuster 4-11
	319631A11	2	+		Push Rod out of Adjuster 4-11
X	319631A11	2	+		Push Rod out of Adjuster 5-11
	319631A11	2	+		Push Rod out of Adjuster 5-11
	319631A11	1	+		Push Rod out of Adjuster 2-11
	319631A11	1	+		Push Rod out of Adjuster 3-11
	319370	1			10460 5x10 wheel 021X-199X 1/11

SEE CONTINUATION SHEET YES NO TROOPER REFERRAL NO 7560

VEHICLE Pursuant to authority contained in VCS Article 6875d I hereby declare vehicle with defects followed by an "X" in the Out of Service column of this report Out of Service. No person shall remove the out of service stickers applied to these vehicles or operate such vehicles until the out of service defects have been repaired and the vehicles have been returned to safe operating condition.

DRIVER Pursuant to authority contained in VCS Article 6875d I hereby declare and declare the driver named on this report Out of Service. No motor carrier shall permit or require driver to drive or operate any motor vehicle until the driver has been returned to safe operating condition.

ROOPER COMMENTS: _____

REPORT PREPARED BY: Ronnie Appewhito A. SERVICE/ID/REGION/AREA: LX421946C B. TIME COMPLETED: 01:05 AM COPY RECEIVED BY: [Signature]

